* * * * * * * * * * * * * * WISN-TV (Milwaukee, WI)

* * * * * * * * *

ELECTRONIC POLITICAL AND ISSUE ADVERTISING PUBLIC INSPECTION FILE CHECKLIST

This checklist must be completed for each federal, state, and local <u>political ad</u> or federal or state <u>issue</u> <u>ad</u> buy. These items must be placed in the station's Public Inspection File as soon as possible after they are available, and they must be maintained in the station's Public Inspection File for 2 years.

| Candio | date/Issue | NATIONAL | REPUBLIC | AN SENAT | E COMMITTEE |
|--------|---|----------|--------------|----------|--------------|
| candid | Dates (if one folder is used per late, a separate checklist must be eted for each flight) | 10/31/12 | - 11/6/1 | /2 |
Initials |
| 1. | Executed Political/Issue Advertising
Agreement (BPMHL-P3 or NAB PB-1 | 7) | Date: | | |
| 2. | Original contract showing requested time (when available) | | Date: | 8/20/12 | <u>e</u> |
| 3. | Updated contracts as order changes. | | Date: | 10/29/12 | <u>@</u> |
| 4. | Invoice of schedule as actually broadca
including amount of rebates given (exa
date, time, class of time and amount | | / | 11/11/12 | E |
| | for each rebate), if any | | Date: | | |
| | | Che | cklist Compl | eted: | |
| | | Ву: | | | |
| | | Date: | | | |
| | | | | | |

Product Code



And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

| | Contract / Re
902207 | vision
/ | Alt Order
06112213 | |
|---------------------------------------|--|-------------------|---------------------------|------------------------------|
| Product
NRSC | | | | |
| Contract Dates
10/31/12 - 11/06/12 | Estimate # | | | |
| Advertiser
NRSC National Republic | <u>dvertiser</u>
RSC National Republican Senate Con | | Original Date
04/13/12 | / Revision
/ 05/04/12 |
| | Billing Cycle
EOM/EOC | Billing
Broade | <u>Calendar</u>
cast | <u>Cash/Trade</u>
Cash |
| | Station
WISN | Will Hi | nt Executive
Idebrandt | Sales Office
HRP -Washing |
| | Special Hand | ling | | |

Demographic Adults 35+

Advertiser Code

Advertiser Ref

IDB#

9912521 Agency Ref

| | | Spots/ | | |
|--|-------------------------|-----------------------|------------|------------|
| *Line Ch Start Date End Date Description | Start/End Time | Days Length Week Rate | Type Spots | Amount |
| 1 WISN 10/31/12 11/02/12 News M-F 5a Start Date End Date Weekdays Spots/Week | 5-6A | :30 | NM 3 | \$750.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 wTF 3 | <u>Rate</u>
\$250.00 | | | |
| 2 WISN 11/05/12 11/06/12 News M-F 5a | 5-6A | :30 | NM 2 | \$500.00 |
| Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 2 | <u>Rate</u>
\$250.00 | | | |
| 3 WISN 10/31/12 11/02/12 News M-F 6a | 6-7A | :30 | NM 3 | \$1,500.00 |
| Start DateEnd DateWeekdaysSpots/WeekWeek: 10/29/1211/04/12WTF3 | <u>Rate</u>
\$500.00 | | | |
| 4 WISN 11/05/12 11/06/12 News M-F 6a | 6-7A | :30 | NM 4 | \$2,000.00 |
| Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 4 | <u>Rate</u>
\$500.00 | • | | |
| 5 WISN 10/31/12 11/02/12 Good Morning America | 7-9a | :30 | NM 3 | \$1,500.00 |
| Week: 10/29/12 | <u>Rate</u>
\$500.00 | | | |
| 6 WISN 11/05/12 11/06/12 Good Morning America Start Date End Date Weekdays Spots/Week | 7-9a | :30 | NM 4 | \$2,000.00 |
| Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 4 | <u>Rate</u>
\$500.00 | | | |
| 7 WISN 10/31/12 11/02/12 Good Morning America Start Date End Date Weekdays Spots/Week | 7-9a | :30 | NM 3 | \$900.00 |
| Week: 10/29/12 | <u>Rate</u>
\$300.00 | | | |
| WISN 11/05/12 11/06/12 Good Morning America Start Date End Date Weekdays Spots/Week | 7-9a | :30 | NM 2 | \$600.00 |
| Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 2 | <u>Rate</u>
\$300.00 | | | |
| 9 WISN 10/31/12 11/02/12 The View | 10-11am | :30 | NM 3 | \$900.00 |
| Week: 10/29/12 | <u>Rate</u>
\$300.00 | | | |
| 10 WISN 11/05/12 11/06/12 The View | 10-11am | :30 | NM 2 | \$600.00 |
| Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 2 | <u>Rate</u>
\$300.00 | | | |
| 11 WISN 10/31/12 11/02/12 THE CHEW | 12P-1P | :30 | NM 3 | \$600.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise



| A di cardina | 10 | : | | |
|---------------------|---------------------|-------------|--|--|
| 10/31/12 - 11/06/12 | NRSC | | | |
| Contract Dates | <u>Product</u> | Estimate # | | |
| | 902207 / | 06112213 | | |
| | Contract / Revision | Alt Order # | | |

| Advertiser | Original Date / Revision |
| NRSC National Republica | 04/13/12 / 05/04/12

Spots/ *Line Ch Start Date End Date Description Start/End Time Length Week Days Rate Type Spots Amount Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 -WTF-\$200.00 11/05/12 12 WISN 11/05/12 THE CHEW 12P-1P :30 NM \$200.00 Start Date **End Date** Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 1 \$200.00 13 WISN 10/31/12 11/02/12 3-4p :30 NM 3 \$1,500.00 Start Date **End Date** Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 --WTF--3 \$500.00 14 WISN 11/05/12 11/05/12 3-4p 3-4p :30 NM \$500.00 End Date Start Date <u>Weekdays</u> Spots/Week Rate Week: 11/05/12 11/11/12 1-----\$500.00 1 15 WISN 10/31/12 DR. OZ 11/02/12 4P-5P :30 NM 3 \$1,650.00 Weekdays Start Date End Date Spots/Week Rate Week: 10/29/12 11/04/12 --WTF--\$550.00 3 16 WISN 11/05/12 11/05/12 DR. OZ 4P-5P :30 NM 1 \$550.00 Start Date End Date Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 \$550.00 1 17 WISN 10/31/12 News M-F 5p 11/02/12 5-530pm :30 NM 3 \$2,550.00 Start Date End Date Spots/Week Weekdays Rate Week: 10/29/12 11/04/12 --WTF--3 \$850.00 18 WISN 11/05/12 11/05/12 News M-F 5p 5-530pm :30 NM 1 \$850.00 Spots/Week Start Date End Date Weekdays Rate Week: 11/05/12 11/11/12 \$850.00 WISN 10/31/12 11/02/12 News M-F 6p 6-630pm :30 NM 3 \$3,000.00 Start Date End Date **Weekdays** Spots/Week Rate Week: 10/29/12 11/04/12 -WTF--\$1,000.00 3 6-630pm News M-F 6p WISN 11/05/12 11/05/12 :30 NM 1 \$1,000.00 Start Date End Date Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 \$1,000.00 WISN 10/31/12 11/02/12 **Entertainment Tonigh** 630p-7pm :30 NM \$2,400.00 Start Date **End Date** Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 --WTF--3 \$800.00 22 WISN 11/05/12 11/05/12 Entertainment Tonigh 630p-7pm :30 NM 1 \$800.00 Start Date End Date Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 \$800.00 1 WISN 10/31/12 11/02/12 Late News 10PM LTC 10-1030p :30 NM 2 \$3,000.00 Start Date **End Date** Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 --W-F--\$1,500,00 2 WISN 11/01/12 11/01/12 Late News 1030PM LTC 1030p-11p :30 NM \$850.00 Weekdays Start Date End Date Spots/Week Rate Week: 10/29/12 11/04/12 ---1---\$850.00 WISN 11/05/12 11/05/12 Late News 1030PM LTC 1030p-11p NM :30 \$850.00 Start Date End Date Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 \$850.00 1 WISN 11/05/12 11/05/12 **DWTS** Prime Other :30 NM \$5,000.00 Start Date **End Date** Spots/Week Weekdays Rate Week: 11/05/12 11/11/12 \$5,000.00 1 CASTLE 27 WISN 11/05/12 11/05/12 Mon 9-10p :30 NM \$3,500.00 Start Date End Date Weekdays Spots/Week Rate

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

04/13/12 / 05/04/12

| | Contract / Revision
902207 / | Alt Order #
06112213 |
|---------------------------------------|---------------------------------|-------------------------|
| Contract Dates
10/31/12 - 11/06/12 | Product
NRSC | Estimate # |
| Advertiser | <u> O</u> | riginal Date / Revision |

| *Line Ch Start Date End Date Description | Start/End Time | Spots/
Days Length Week Rate | Type S | inote: | Amount |
|---|--|---------------------------------|--------|--------|-------------|
| Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | Rate
\$3,500.00 | Days Length Week Rate | гурес | pois | Amount |
| 28 WISN 10/31/12 10/31/12 REVENGE Start Date | Wed 9-10p
<u>Rate</u>
\$2,800.00 | :30 | NM | 1 | \$2,800.00 |
| 29 WISN 11/03/12 11/03/12 Sat GMA Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 6-7a
<u>Rate</u>
\$500.00 | :30 | NM | 1 | \$500.00 |
| 30 WISN 11/03/12 11/03/12 News Sat 7-9a Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121- 1 | 7-9am
<u>Rate</u>
\$350.00 | :30 | NM | 1 | \$350.00 |
| 31 WISN 11/03/12 11/03/12 CHRIS MATTHEWS 5-530 Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121- 1 | 5a-530p
<u>Rate</u>
\$500,00 | :30 | NM | 1 | \$500.00 |
| 32 WISN 11/03/12 11/03/12 News Sa 6p-7p Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121- 1 | 6-7PM
<u>Rate</u>
\$550.00 | :30 | NM | 1 | \$550.00 |
| 33 WISN 11/04/12 11/04/12 Sun GMA Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 6-7a
<u>Rate</u>
\$400.00 | :30 | NM | 1 | \$400.00 |
| 34 WISN 11/04/12 11/04/12 News Sun 7-9a Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 7-9am
<u>Rate</u>
\$300.00 | :30 | NM | 1 | \$300.00 |
| 35 WISN 11/04/12 11/04/12 Sun 9-930A Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 9-930A
<u>Rate</u>
\$300.00 | :30 | NM | 1 | \$300.00 |
| 36 WISN 11/04/12 11/04/12 This Week With Georg Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 930-1030am
<u>Rate</u>
\$850.00 | :30 | NM | 1 | \$850.00 |
| 37 WISN 11/03/12 11/03/12 College Football Gam Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121- 1 | 230p-6p
<u>Rate</u>
\$1,000.00 | :30 | NM | 1 | \$1,000.00 |
| 38 WISN 11/04/12 11/04/12 News Sun 530pm Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 530-6p
<u>Rate</u>
\$500.00 | :30 | NM | 1 | \$500.00 |
| 39 WISN 11/04/12 11/04/12 ELECTION SPECIAL Start Date | Sun 6-7p
<u>Rate</u>
\$1,200,00 | :30 | NM | 1 | \$1,200.00 |
| 40 WISN 11/04/12 11/04/12 Late News 10pm LTC Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 10p-1030p
<u>Rate</u>
\$1,500.00 | :30 | NM | 1 | \$1,500.00 |
| 41 WISN 11/04/12 11/04/12 Late News SU 1030PM Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | МИ | 1 | \$850.00 |
| | | Totals | | 73 | \$51,650.00 |

NRSC National Republica

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise



| | 902207 | <u>/ision</u>
/ | Alt Order #
06112213 | |
|---------------------------------------|-----------------|--------------------|---|--|
| Contract Dates
10/31/12 - 11/06/12 | Product
NRSC | | Estimate # | |
| Advertiser NRSC National Republica | | 1- | iginal Date / Revision
04/13/12 / 05/04/12 | |

| Time Period | # of Spots | Gross Amount | Net Amount |
|--------------------|------------|--------------|-------------|
| 10/29/12 -11/06/12 | 73 | \$51,650.00 | \$43,902.50 |
| Totals | 73 | \$51,650.00 | \$43,902.50 |

| Signature: | | Date: | |
|------------|------|-------|--|
| |
 | | |

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

| (b) The Station shall exercise normal precautions in handling of pr
materials and other property furnished by the Agency in connection with broadcasts hereunder. The
connection with broadcasts except after its prior approval. | roperty and mail, but assumes no liability for loss or damage to program or commercia
The Station will not accept or process mail, correspondence, or telephone calls in |
|---|---|
|---|---|

- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment tunless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon, and to the extent that party monies which may be or become payable by Advertiser or Agency, or that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on the face hereof.

 Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

CONTRACT

Contract Agreement Between:

WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

| | Contract / Rev | vicion | | Att Order t | 1 |
|-------------------------|--------------------|---------|------|-------------|---------------|
| | | VISION | | Alt Order # | Ē |
| | 902207 | / 1 | | 06112213 | |
| Product | | | | | |
| NRSC | | | | | |
| Contract Dates | Estimate # | | | | |
| 10/31/12 - 11/06/12 | | | | | |
| <u>Advertiser</u> | | | Ori | iginal Date | / Revision |
| NRSC National Republica | an Senate Cor | nm | 1_1 | 10/24/12 | / 10/24/12 |
| | Billing Cycle | Billing | Cal | endar | Cash/Trade |
| | EOM/EOC | Broado | cast | | Cash |
| | Station | Accour | nt E | xecutive | Sales Office |
| | WISN | Will Hi | ldeb | orandt | HRP -Washingt |
| | Special Handl | ling | | | , <u></u> |
| • | | | | | |
| | <u>Demographic</u> | | | | |
| | Adults 35+ | ÷ | | | |
| | | | _ | | |
| | | | | | |
| | IDB# | Adverti | iser | Code | Product Code |
| | 9912521 | | | | |
| | Agency Ref | | | Advertiser | Ref |
| | 1 | | | | |

| | | Spots/ | | |
|---|------------------------------------|-----------------------|------------|------------|
| *Line Ch Start Date End Date Description | Start/End Time | Days Length Week Rate | Type Spots | Amount |
| 1 WISN 10/31/12 11/02/12 News M-F 5a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12wTF 3 | 5-6A
<u>Rate</u>
\$250.00 | :30 | NM 3 | \$750.00 |
| 2 WISN 11/05/12 11/06/12 News M-F 5a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 MT 2 | 5-6A
<u>Rate</u>
\$250.00 | :30 | NM 2 | \$500.00 |
| 3 WISN 10/31/12 11/02/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12wTF 3 | 6-7A
<u>Rate</u>
\$500.00 | :30 | NM 3 | \$1,500.00 |
| 4 WISN 11/05/12 11/06/12 News M-F 6a <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 MT 4 | 6-7A
<u>Rate</u>
\$500.00 | :30 | NM 4 | \$2,000.00 |
| 5 WISN 10/31/12 11/02/12 Good Morning America Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12WTF 3 | 7-9a
<u>Rate</u>
\$500.00 | :30 | NM 3 | \$1,500.00 |
| 6 WISN 11/05/12 11/06/12 Good Morning America Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 4 | 7-9a
<u>Rate</u>
\$500.00 | :30 | NM 4 | \$2,000.00 |
| 7 WISN 10/31/12 11/02/12 Good Morning America <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12WTF 3 | 7-9a
<u>Rate</u>
\$300.00 | :30 | NM 3 | \$900.00 |
| 8 WISN 11/05/12 11/06/12 Good Morning America Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 2 | 7-9a
<u>Rate</u>
\$300.00 | :30 | NM 2 | \$600.00 |
| 9 WISN 10/31/12 11/02/12 The View <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12wTF 3 | 10-11am
<u>Rate</u>
\$300.00 | :30 | NM 3 | \$900.00 |
| 10 WISN 11/05/12 11/06/12 The View Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 2 | 10-11am
<u>Rate</u>
\$300.00 | :30 | NM 2 | \$600.00 |
| 11 WISN 10/31/12 11/02/12 THE CHEW | 12P-1P | :30 | NM 3 | \$600.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise



Contract / Revision Alt Order # 902207 06112213 / 1 Contract Dates Product Estimate # 10/31/12 - 11/06/12 NRSC

Advertiser Original Date / Revision NRSC National Republica 10/24/12 / 10/24/12

| *Line Ch Stort Date Find Date Description | | Spots/ | | | |
|---|---------------------------------------|-----------------------|-------|------|------------|
| *Line Ch Start Date End Date Description Start Date End Date Weekdays Spots/Week | Start/End Time | Days Length Week Rate | TypeS | pots | Amount |
| Week: 10/29/12 | <u>Rate</u>
\$200.00 | | 1 | | |
| 12 WISN 11/05/12 11/05/12 THE CHEW <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 1 1 | 12P-1P
<u>Rate</u>
\$200.00 | :30 | NM | 1 | \$200.00 |
| 13 WISN 10/31/12 11/02/12 3-4p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12WTF 3 | 3-4p
<u>Rate</u>
\$500.00 | :30 | NM | 3 | \$1,500.00 |
| 14 WISN 11/05/12 11/05/12 3-4p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 1 1 | 3-4p
<u>Rate</u>
\$500.00 | :30 | NM | 1 | \$500.00 |
| 15 WISN 10/31/12 11/02/12 DR. OZ <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12wTF 3 | 4P-5P
<u>Rate</u>
\$550.00 | :30 | NM | 3 | \$1,650.00 |
| 16 WISN 11/05/12 11/05/12 DR. OZ <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 1 1 | 4P-5P
<u>Rate</u>
\$550.00 | :30 | NM | 1 | \$550.00 |
| 17 WISN 10/31/12 11/02/12 News M-F 5p Start Date | 5-530pm
<u>Rate</u>
\$850.00 | :30 | NM | 3 | \$2,550.00 |
| 18 WISN 11/05/12 11/05/12 News M-F 5p Start Date | 5-530pm
<u>Rate</u>
\$850.00 | :30 | NM | 1 | \$850.00 |
| 19 WISN 10/31/12 11/02/12 News M-F 6p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12wTF 3 | 6-630pm
<u>Rate</u>
\$1,000.00 | :30 | NM | 3 | \$3,000.00 |
| 20 WISN 11/05/12 11/05/12 News M-F 6p Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | 6-630pm
<u>Rate</u>
\$1,000.00 | :30 | NM | 1 | \$1,000.00 |
| 21 WISN 10/31/12 11/02/12 Entertainment Tonigh Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12wTF 3 | 630p-7pm
<u>Rate</u>
\$800.00 | :30 | NM | 3 | \$2,400.00 |
| 22 WISN 11/05/12 11/05/12 Entertainment Tonigh Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 | 630p-7pm
<u>Rate</u>
\$800.00 | :30 | NM | 1 | \$800.00 |
| 23 WISN 10/31/12 11/02/12 Late News 10PM LTC Start Date | 10-1030p
<u>Rate</u>
\$1,500.00 | :30 | NM | 2 | \$3,000.00 |
| 24 WISN 11/01/12 11/01/12 Late News 1030PM LTC Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | MM | 1 | \$850.00 |
| 25 WISN 11/05/12 11/05/12 Late News 1030PM LTC Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | NM | 1 | \$850.00 |
| 26 WISN 11/05/12 11/05/12 DWTS Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | Prime Other Rate \$5,000.00 | :30 | NM | 1 | \$5,000.00 |
| N 27 WISN 11/05/12 11/05/12 CASTLE Start Date End Date Weekdays Spots/Week | Mon 9-10p
Rate | :30 | NM | 1 | \$3,500.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

Contract / Revision Alt Order # 902207 06112213 Contract Dates Product Estimate # 10/31/12 - 11/06/12 NRSC

Advertiser Original Date / Revision 10/24/12 NRSC National Republica / 10/24/12

| | | Spots/ | | |
|--|------------------------------|-----------------------|-------------------|----------------|
| *Line Ch Start Date End Date Description | Start/End Time | Days Length Week Rate | Type Spots | Amount |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 1 1 | Rate | | | |
| Spot Ch Date Range Description | \$3,500.00
Start/End Time | Weekdays Length Rate | Tues | |
| 1 WISN 11/05/12-11/11/12 CASTLE | Mon 9-10p | M:30 \$3,500.00 | <u>Type</u>
NM | |
| See MG 27.2 | , | 70,000.00 | | |
| 2 WISN 11/04/12-11/04/12 America's Funnies Home V → MG for 27.1 11/05 | /id₁Sun 6-7p | St :30 \$3,500.00 | NM | |
| | 111 | | | |
| 28 WISN 10/31/12 10/31/12 REVENGE <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> Spots/Week | Wed 9-10p
Rate | :30 | NM 1 | \$2,800.00 |
| Week: 10/29/12 11/04/121 1 | \$2,800.00 | | | |
| 29 WISN 11/03/12 11/03/12 Sat GMA | 6-7a | :30 | NM 1 | \$500.00 |
| Start Date End Date Weekdays Spots/Week | Rate | | , | Ψ500.00 |
| Week: 10/29/12 11/04/121- 1 | \$500.00 | | | |
| 30 WISN 11/03/12 11/03/12 News Sat 7-9a Start Date End Date Weekdays Spots/Week | 7-9am | :30 | NM 1 | \$350.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1- 1 | <u>Rate</u>
\$350.00 | | | |
| 31 WISN 11/03/12 11/03/12 CHRIS MATTHEWS 5-530 | 5a-530p | :30 | NM 1 | PEOO 00 |
| Start Date End Date Weekdays Spots/Week | Rate | .00 | 1.41At | \$500.00 |
| Week: 10/29/12 11/04/121- 1 Spot Ch Date Range Description | \$500.00 | | | |
| Spot Ch Date Range Description 1 WISN 10/29/12-11/04/12 CHRIS MATTHEWS 5-530 | Start/End Time
5a-530p | Weekdays Length Rate | <u>Type</u> | |
| See MG 31.2 | 5a-550p | Sa :30 \$500.00 | NM | |
| 2 WISN 11/04/12-11/04/12 Chris Matthews | 1030-11a | sı :30 \$500.00 | NM | |
| → MG for 31.1 11/03 | | | | |
| 32 WISN 11/03/12 11/03/12 News Sa 6p-7p | 6-7PM | :30 | NM 1 | \$550.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/121- 1 | <u>Rate</u>
\$550.00 | | | |
| 33 WISN 11/04/12 11/04/12 Sun GMA | 6-7a | | | |
| Start Date End Date Weekdays Spots/Week | Rate | :30 | NM 1 | \$400.00 |
| Week: 10/29/12 11/04/121 1 | \$400.00 | | | |
| 34 WISN 11/04/12 11/04/12 News Sun 7-9a | 7-9am | :30 | NM 1 | \$300.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u>
Week: 10/29/12 11/04/121 1 | <u>Rate</u> | | | 7.00.00 |
| 35 WISN 11/04/12 11/04/12 Sun 9-930A | \$300.00 | | | |
| Start Date End Date Weekdays Spots/Week | 9-930A
<u>Rate</u> | :30 | NM 1 | \$300.00 |
| Week: 10/29/12 11/04/121 1 | \$300.00 | | | |
| 36 WISN 11/04/12 11/04/12 This Week With Georg | 930-1030am | :30 | NM 1 | \$850.00 |
| Start Date End Date Weekdays Spots/Week | <u>Rate</u> | ,,,,, | | Ψ050.00 |
| Week: 10/29/12 11/04/121 1 | \$850.00 | | | |
| 37 WISN 11/03/12 11/03/12 College Football Gam Start Date End Date Weekdays Spots/Week | 230p-6p | :30 | NM 1 | \$1,000.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u>
Week: 10/29/12 11/04/121- 1 | <u>Rate</u>
\$1,000.00 | | | |
| 38 WISN 11/04/12 11/04/12 News Sun 530pm | 530-6p | :30 | NM 1 | PEOD 00 |
| Start Date End Date Weekdays Spots/Week | Rate | .50 | NM 1 | \$500.00 |
| Week: 10/29/12 11/04/121 1 | \$500.00 | | | |
| 39 WISN 11/04/12 11/04/12 ELECTION SPECIAL | Sun 6-7p | :30 | NM 1 | \$1,200.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u>
Week: 10/29/12 11/04/121 1 | <u>Rate</u>
\$1,200.00 | | | |
| 40 WISN 11/04/12 11/04/12 Late News 10pm LTC | | .20 | | |
| Late News Topin LIC | 10p-1030p | :30 | NM 1 | \$1,500.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



| | Contract / Revisi
902207 / | <u>on</u>
1 | Alt Order #
06112213 | |
|---------------------------------------|-------------------------------|----------------|--|--|
| Contract Dates
10/31/12 - 11/06/12 | Product
NRSC | | Estimate # | |
| Advertiser NRSC National Repub | lica | - 1 | ginal Date / Revision
10/24/12 / 10/24/12 | |

| *Line Ch Start | Date End D | ate Description | on | Start/End Time | Days | Spots/
Length Week | Rate | Types | Spots | Amount |
|--|-------------------------------------|-------------------------------------|------------------------------|--------------------------------------|------|-----------------------|------|-------|-------|-------------|
| <u>Start Date</u>
Week: 10/29/12 | End Date
11/04/12 | Weekdays
1 | Spots/Week
1 | <u>Rate</u>
\$1,500.00 | | | | | | , artodaji |
| 41 WISN 11/04
<u>Start Date</u>
Week: 10/29/12 | /12 11/04/1
End Date
11/04/12 | 2 Late News
<u>Weekdays</u>
1 | SU 1030PM
Spots/Week
1 | 1030p-11p
<u>Rate</u>
\$850.00 | | :30 | | NM | 1 | \$850.00 |
| | | | | | | Totals | 5 | | 73 | \$51,650.00 |

| Time Period | # of Spots | Gross Amount | Net Amount |
|--------------------|------------|--------------|-------------|
| 10/29/12 -11/06/12 | 73 | \$51,650.00 | \$43,902.50 |
| Totals | 73 | \$51,650.00 | \$43,902.50 |

| Signature: D | Date: |
|--------------|-------|
|--------------|-------|

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearet television inc. does not discriminate in the sale of advertising time, and will account a classification which is report with a classification with a classification of the sale of advertising time.

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise substitute date and time, at no additional charge therefor.

. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

| (b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commerci materials and other property furnished by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in connection with broadcasts except after its prior approval. |
|---|
| (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment there unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon, and to the extent that party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed. |

(d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on the face hereof.

(e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

CONTRACT



WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

| | Contract / Re | vision | | Alt Order # | |
|-------------------------|---------------|----------|------|-------------|----------------|
| | 902207 | / 2 | | 06112213 | |
| <u>Product</u> | | | | ······ | |
| NRSC | | | | | |
| Contract Dates | Estimate # | | | | |
| 10/31/12 - 11/06/12 | | | | | |
| <u>Advertiser</u> | | | Or | iginal Date | / Revision |
| NRSC National Republica | an Senate Cor | nm | 1 | 10/29/12 | / 10/29/12 |
| | Billing Cycle | Billing | Cal | endar | Cash/Trade |
| | EOM/EOC | Broado | cast | | Cash |
| | Station | Accou | nt E | xecutive | Sales Office |
| | WISN | Will Hi | ldet | orandt | HRP -Washingto |
| | Special Hand | ling | | | |
| | | | | | |
| | Demographic | | | | |
| | Adults 35+ | | | | |
| | | | | | |
| | | | | | |
| | IDB# | Advert | iser | <u>Code</u> | Product Code |
| | 9912521 | <u> </u> | | | |
| | Agency Ref | | | Advertiser | Ref |
| | | | | | |

Spots/ *Line Ch Start Date End Date Description Length Week Start/End Time Days Rate Type Spots Amount WISN 10/31/12 11/02/12 News M-F 5a 5-6A :30 NM 3 \$750.00 Start Date End Date Weekdays Spots/Week <u>Rate</u> Week: 10/29/12 11/04/12 --WTF--3 \$250.00 W(SN 11/05/12 11/06/12 News M-F 5a 5-6A :30 NM 2 \$500.00 Start Date Weekdays End Date Spots/Week Rate Week: 11/05/12 11/11/12 MT----\$250.00 WISN 10/31/12 11/02/12 News M-F 6a 6-7A :30 NM 3 \$1,500.00 End Date Start Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 \$500.00 WISN 11/05/12 11/06/12 News M-F 6a 6-7A :30 NM \$2,000.00 Start Date End Date Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 MT----\$500.00 WISN 10/31/12 Good Morning America 11/02/12 7-9a :30 NM 3 \$1,500.00 Start Date **End Date** Weekdays Spots/Week <u>Rate</u> Week: 10/29/12 11/04/12 --WTF--3 \$500.00 WISN 11/05/12 11/06/12 Good Morning America :30 NM \$2,000.00 Start Date End Date **Weekdays** Spots/Week <u>Rate</u> Week: 11/05/12 11/11/12 MT----\$500.00 WISN 10/31/12 11/02/12 Good Morning America 7-9a :30 NM 3 \$900.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 -WTF--3 \$300.00 WISN 11/05/12 Good Morning America 11/06/12 :30 NM \$600.00 Start Date End Date Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 MT----\$300.00 2 WISN 10/31/12 11/02/12 The View 10-11am :30 NM 3 \$900.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 --WTF--3 \$300.00 10 WISN 11/05/12 11/06/12 The View 10-11am :30 NM 2 \$600.00 Start Date End Date **Weekdays** Spots/Week Rate Week: 11/05/12 11/11/12 2 \$300.00 11 WISN 10/31/12 11/02/12 THE CHEW 12P-1P :30 NM 3 \$600.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

| | Contract / Revision | | | Alt Order # | |
|---------------------|---------------------|---|---|-------------|---|
| | 902207 | 1 | 2 | 06112213 | |
| Contract Dates | Product | | | Estimate # | |
| 10/31/12 - 11/06/12 | NRSC | | | | i |

Advertiser Original Date / Revision NRSC National Republica 10/29/12 / 10/29/12

| *Line Ch Start Date End Date Description | Start/End Time | Spots/
Days Length Week Rate | Type Spots | Amount |
|--|---------------------------------------|---------------------------------|--------------|------------|
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12wTF 3 | <u>Rate</u>
\$200.00 | | - туро ороко | Amount |
| 12 WISN 11/05/12 11/05/12 THE CHEW Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | 12P-1P
<u>Rate</u>
\$200.00 | :30 | NM 1 | \$200.00 |
| 13 WISN 10/31/12 11/02/12 3-4p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12WTF 3 | 3-4p
<u>Rate</u>
\$500.00 | :30 | NM 3 | \$1,500.00 |
| 14 WISN 11/05/12 11/05/12 3-4p Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | 3-4p
<u>Rate</u>
\$500.00 | :30 | NM 1 | \$500.00 |
| 15 WISN 10/31/12 11/02/12 DR. OZ <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12WTF 3 | 4P-5P
<u>Rate</u>
\$550.00 | :30 | NM 3 | \$1,650.00 |
| 16 WISN 11/05/12 11/05/12 DR. OZ <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 1 1 | 4P-5P
<u>Rate</u>
\$550.00 | :30 | NM 1 | \$550.00 |
| 17 WISN 10/31/12 11/02/12 News M-F 5p Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 WTF 3 | 5-530pm
<u>Rate</u>
\$850.00 | :30 | NM 3 | \$2,550.00 |
| 18 WISN 11/05/12 11/05/12 News M-F 5p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 1 1 | 5-530pm
<u>Rate</u>
\$850.00 | :30 | NM 1 | \$850.00 |
| 19 WISN 10/31/12 11/02/12 News M-F 6p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12WTF 3 | 6-630pm
<u>Rate</u>
\$1,000.00 | :30 | NM 3 | \$3,000.00 |
| 20 WISN 11/05/12 11/05/12 News M-F 6p Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | 6-630pm
<u>Rate</u>
\$1,000.00 | :30 | NM 1 | \$1,000.00 |
| 21 WISN 10/31/12 11/02/12 Entertainment Tonigh Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12WTF 3 | 630p-7pm
<u>Rate</u>
\$800.00 | :30 | NM 3 | \$2,400.00 |
| 22 WISN 11/05/12 11/05/12 Entertainment Tonigh Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | 630p-7pm
<u>Rate</u>
\$800.00 | :30 | NM 1 | \$800.00 |
| 23 WISN 10/31/12 11/02/12 Late News 10PM LTC Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12W-F 2 | 10-1030p
<u>Rate</u>
\$1,500.00 | :30 | NM 2 | \$3,000.00 |
| 24 WISN 11/01/12 11/01/12 Late News 1030PM LTC Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | NM 1 | \$850.00 |
| 25 WISN 11/05/12 11/05/12 Late News 1030PM LTC Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | NM 1 | \$850.00 |
| 26 WISN 11/05/12 11/05/12 DWTS Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | Prime Other
Rate
\$5,000.00 | :30 | NM 1 | \$5,000.00 |
| 27 WISN 11/05/12 11/05/12 CASTLE Start Date End Date Weekdays Spots/Week | Mon 9-10p
<u>Rate</u> | :30 | NM 1 | \$3,500.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



Contract / Revision Alt Order# 902207 06112213 1 Contract Dates Product Estimate # 10/31/12 - 11/06/12 NRSC

Advertiser Original Date / Revision NRSC National Republica 10/29/12 / 10/29/12

| | | Spots/ | | |
|---|----------------------------|-----------------------|-------------|------------|
| *Line Ch Start Date End Date Description | Start/End Time | Days Length Week Rate | Type Spots | Amount |
| Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | <u>Rate</u>
\$3,500.00 | | | |
| Spot Ch Date Range Description | Start/End Time | Weekdays Length Rate | <u>Type</u> | |
| 1 WISN 11/05/12-11/11/12 CASTLE | Mon 9-10p | M:30 \$3,500.00 | NM | |
| See MG 27.2
2 WISN 11/04/12-11/04/12 America's Funnies Home V | lideQue C Ze | 5 | | |
| ⊕ MG for 27.1 11/05 | ndiSuli 6-7p | St :30 \$3,500.00 | NM | |
| 28 WISN 10/31/12 10/31/12 REVENGE | Wed 9-10p | :30 | NM 1 | \$2,800.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | Rate | | | 42,000.00 |
| Week: 10/29/12 11/04/121 1 29 WISN 11/03/12 11/03/12 Sat GMA | \$2,800.00 | | - 1 | |
| Start Date End Date Weekdays Spots/Week | 6-7a
Rate | :30 | NM 1 | \$500.00 |
| Week: 10/29/12 11/04/121- 1 | \$500.00 | | | |
| 30 WISN 11/03/12 11/03/12 News Sat 7-9a | 7-9am | :30 | NM 1 | \$350.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/121- 1 | <u>Rate</u>
\$350.00 | | | |
| 31 WISN 11/03/12 11/03/12 CHRIS MATTHEWS 5-530 | 5a-530p | :30 | NM 1 | \$500.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/121- 1 | Rate | , | ' ' | Ψ500.00 |
| Week: 10/29/12 11/04/121- 1 <u>Spot Ch</u> <u>Date Range</u> <u>Description</u> | \$500.00
Start/End Time | Weekdays Length Rate | Time | |
| 1 WISN 10/29/12-11/04/12 CHRIS MATTHEWS 5-530 | | Weekdays Length Rate | Type
NM | |
| See MG 31.2 | | | | |
| 2 WISN 11/04/12-11/04/12 Chris Matthews
⊕ MG for 31.1 11/03 | 1030-11a | St :30 \$500.00 | NM | |
| 32 WISN 11/03/12 11/03/12 News Sa 6p-7p | 6-7PM | :30 | NM 1 | ΦΕΕΩ ΩΩ |
| Start Date End Date Weekdays Spots/Week | Rate | .50 | IAIAI | \$550.00 |
| Week: 10/29/12 11/04/121- 1 | \$550.00 | | | |
| 33 WISN 11/04/12 11/04/12 Sun GMA Start Date End Date Weekdays Spots/Week | 6-7a
Rate | :30 | NM 1 | \$400.00 |
| Week: 10/29/12 11/04/121 1 | \$400.00 | | | |
| 34 WISN 11/04/12 11/04/12 News Sun 7-9a | 7-9am | :30 | NM 1 | \$300.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/121 1 | <u>Rate</u>
\$300.00 | | | |
| 35 WISN 11/04/12 11/04/12 Sun 9-930A | 9-930A | :30 | | 2000 |
| Start Date End Date Weekdays Spots/Week | Rate | .30 | NM 1 | \$300.00 |
| Week: 10/29/12 11/04/121 1 | \$300.00 | | | |
| 36 WISN 11/04/12 11/04/12 This Week With Georg Start Date End Date Weekdays Spots/Week | 930-1030am | :30 | NM 1 | \$850.00 |
| Week: 10/29/12 11/04/121 1 | <u>Rate</u>
\$850.00 | | | |
| 37 WISN 11/03/12 11/03/12 College Football Gam | 230p-6p | :30 | NM 1 | \$1,000.00 |
| <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/121- 1 | Rate | | | , |
| 38 WISN 11/04/12 11/04/12 News Sun 530pm | \$1,000.00
530-6p | :30 | NINA 4 | 0.000 |
| Start Date End Date Weekdays Spots/Week | Rate | .50 | NM 1 | \$500.00 |
| Week: 10/29/12 11/04/121 1 | \$500.00 | | | |
| 39 WISN 11/04/12 11/04/12 ELECTION SPECIAL | Sun 6-7p | :30 | NM 1 | \$1,200.00 |
| Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1 | <u>Rate</u>
\$1,200.00 | | - | |
| 40 WISN 11/04/12 11/04/12 Late News 10pm LTC | 10p-1030p | :30 | NM 1 | \$1,500.00 |
| • | | · | | ψ1,000.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the specified,



| | 902207 / | ision
2 | Alt Order #
06112213 | |
|---------------------------------------|-----------------|------------|--|--|
| Contract Dates
10/31/12 - 11/06/12 | Product
NRSC | | Estimate # | |
| Advertiser NRSC National Repub | lica | | ginal Date / Revision
10/29/12 / 10/29/12 | |

| *Line Ch Start Date | End Date Descriptio | n | Start/End Time | Days | Spots/
Length Week | Rate | Types | Spots | Amount |
|---------------------|--|---|--------------------------------------|---------------------------------------|-----------------------|------|-------|-------|-------------|
| | d Date Weekdays
04/121 | Spots/Week
1 | <u>Rate</u>
\$1,500.00 | · · · · · · · · · · · · · · · · · · · | | | | | Antoun |
| Start Date End | 11/04/12 Late News :
<u>1 Date Weekdays</u>
04/121 | SU 1030PM
<u>Spots/Week</u>
1 | 1030p-11p
<u>Rate</u>
\$850.00 | | :30 | | NM | 1 | \$850.00 |
| Start Date End | 11/03/12 Sa 458-6a
<u>1 Date</u> <u>Weekdays</u>
04/12S- | Spots/Week
1 | 456-6AM
<u>Rate</u>
\$700.00 | | :30 | | NM | 1 | \$700.00 |
| Start Date End | 11/03/12 ABC Prime
1 <u>Date</u> <u>Weekdays</u>
04/12S- | College Footbal
<u>Spots/Week</u>
1 | 7-1030p
<u>Rate</u>
\$2,500.00 | | :30 | | NM | 1 | \$2,500.00 |
| Start Date End | 11/04/12 Su 458-6a
<u>i Date</u> <u>Weekdays</u>
04/12S | Spots/Week
1 | 458-6AM
<u>Rate</u>
\$700.00 | | :30 | | NM | 1 | \$700.00 |
| | | | | | Totals | 3 | | 76 | \$55,550.00 |

| Time Period | # of Spots | Gross Amount | Net Amount |
|---------------------|------------|--------------|-------------|
| 10/29/12 - 11/06/12 | 76 | \$55,550.00 | \$47,217.50 |
| Totals | 76 | \$55,550.00 | \$47,217.50 |

| Signature: | Date: | |
|------------|-------|--|
| • | Date. | |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on belong; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

OMISSION OF BROADCAST

If as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast herwinder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Simon shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it along the same to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable along the same and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonable in the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) agreed to by agreed to by substitute day and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise substitute day and time, at no additional charge therefor.

6. For NCY MATERIAL

An commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's solic ost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

lt ency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station as the right aspose of all Agency material any time after 60 days following the last broadcast hereunder.

7 INDEMNIFICATION

As neg and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable arrange fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency analor Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any disions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

A 2 may and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3 may preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9 GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof,

| (b) The Station shall exercise normal precautions in handling of | property and mail, but assumes no liability for loss or damage to program or commercia |
|--|---|
| | The Station will not accept or process mail correspondence and the land will not accept or process mail correspondence and the land will not accept or process mail correspondence. |
| connection with broadcasts except after its prior approval. | or telephone calls in |

- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment unless and unto Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that party monies which may be or become payable by Advertiser or Agency, or that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third statement of a bount) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within add days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so apply to the media buying service. If this contract is with a media buying service, all references herein to Agency shall allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on the face here :
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

CONTRACT



And:

Strategic Media - DC 3299 K St NW Suite 200 Washington, DC 20007

| | Contract / Rev | vision | | Alt Order# | | |
|-------------------------|----------------|-----------|------|--------------|---------------|--|
| | 902207 | / 3 | | 06112213 | | |
| Product | | | , | | | |
| NRSC | | | | | | |
| Contract Dates | Estimate # | | | | | |
| 10/31/12 - 11/06/12 | | | | | | |
| <u>Advertiser</u> | | | Ori | ginal Date | / Revision | |
| NRSC National Republica | an Senate Cor | nm | 1 | 0/31/12 | / 10/31/12 | |
| | Billing Cycle | Billing | Cal | <u>endar</u> | Cash/Trade | |
| | EOM/EOC | Broadcast | | | Cash | |
| | Station | Accou | nt E | xecutive | Sales Office | |
| | WISN | Will Hi | ldeb | randt | HRP -Washingt | |
| | Special Hand | ling | | | | |
| | | | | | | |
| | Demographic | | | | | |
| | Adults 35+ | | | | | |
| | | | | | | |
| | | | | | | |
| | IDB# | Advert | iser | Code | Product Code | |
| | 9912521 | | | | | |
| | Agency Ref | | | Advertiser | Ref | |

Spots/ *Line Ch Start Date End Date Description Start/End Time Days Length Week Type Spots Rate Amount WISN 10/31/12 11/02/12 News M-F 5a 5-6A :30 ŇΜ \$750,00 Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 --WTF--\$250.00 WISN 11/05/12 11/06/12 News M-F 5a :30 NM 2 \$500.00 Start Date **End Date** Spots/Week Weekdays Rate Week: 11/05/12 11/11/12 \$250.00 WISN 10/31/12 11/02/12 News M-F 6a 6-7A :30 NM 3 \$1,500.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 -WTF--\$500.00 3 WISN 11/05/12 11/06/12 News M-F 6a :30 NM \$2,000.00 Start Date Weekdays End Date Spots/Week Rate Week: 11/05/12 11/11/12 MT----4 \$500.00 WISN 10/31/12 11/02/12 Good Morning America 7-9a :30 NM 3 \$1,500.00 Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 --WTF--3 \$500.00 WISN 11/05/12 11/06/12 Good Morning America :30 NM 4 \$2,000.00 Start Date End Date Spots/Week Weekdays 4 1 Rate Week: 11/05/12 11/11/12 \$500.00 WISN 10/31/12 11/02/12 Good Morning America 7-9a :30 NM 3 \$900.00 Weekdays Start Date End Date Spots/Week Rate Week: 10/29/12 11/04/12 \$300.00 --WTF--3 WISN 11/05/12 11/06/12 Good Morning America 7-9a :30 NM 2 \$600.00 Start Date End Date Weekdays Spots/Week Rate Week: 11/05/12 11/11/12 MT----2 \$300.00 WISN 10/31/12 11/02/12 The View 10-11am :30 NM 3 \$900.00 Start Date End Date Spots/Week <u>Weekdays</u> Rate 11/04/12 Week: 10/29/12 --WTF--\$300.00 3 WISN 11/05/12 11/06/12 The View 10-11am :30 NM 2 \$600.00 Weekdays Start Date **End Date** Spots/Week Rate Week: 11/05/12 11/11/12 MT----\$300.00 2 11 WISN 10/31/12 11/02/12 12P-1P THE CHEW

(* Line Transactions: N = New, E = Edited, D = Deleted)

:30

NM

3

\$600.00

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



Contract / Revision Alt Order # 902207 06112213 Contract Dates Product Estimate # NRSC 10/31/12 - 11/06/12

Advertiser Original Date / Revision 10/31/12 / 10/31/12 NRSC National Republica

| | | Spots/ | | | |
|--|--|---|--------------------------------|------|------------|
| *Line Ch Start Date End Date Description | Start/End Time | Days Length Week Rate | TypeS | pots | Amount |
| Start DateEnd DateWeekdaysSpots/WeekWeek: 10/29/1211/04/12wTF3 | <u>Rate</u>
\$200.00 | | | | |
| 12 WISN 11/05/12 11/05/12 THE CHEW Start Date | 12P-1P
<u>Rate</u>
\$200.00 | :30 | NM | 1 | \$200.00 |
| 13 WISN 10/31/12 11/02/12 3-4p <u>Start Date End Date Weekdays Spots/Week</u> Week: 10/29/12 11/04/12wTF 3 | 3-4p
<u>Rate</u>
\$500.00 | :30 | NM | 3 | \$1,500.00 |
| 14 WISN 11/05/12 11/05/12 3-4p <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 1 1 | 3-4p
<u>Rate</u>
\$500.00 | :30 | NM | 1 | \$500.00 |
| 15 WISN 10/31/12 11/02/12 DR. OZ Start Date | 4P-5P
<u>Rate</u>
\$550.00 | :30 | NM | 3 | \$1,650.00 |
| 16 WISN 11/05/12 11/05/12 DR. OZ Start Date | 4P-5P
<u>Rate</u>
\$550.00 | :30 | NM | 1 | \$550.00 |
| 17 WISN 10/31/12 11/02/12 News M-F 5p Start Date | 5-530pm
<u>Rate</u>
\$850.00 | :30 | NM | 3 | \$2,550.00 |
| 18 WISN 11/05/12 11/05/12 News M-F 5p Start Date | 5-530pm
<u>Rate</u>
\$850.00 | :30 | MM | 1 | \$850.00 |
| N 19 WISN 10/31/12 11/02/12 News M-F 6p Start Date | 6-630pm
<u>Rate</u>
\$1,000.00
<u>Start/End Time</u>
6-630pm | :30 <u>Weekdays Length Rate</u> wThF :30 \$1,000.00 | NM
<u>Type</u>
<i>NM</i> | 2 | \$2,000.00 |
| Credited 20 WISN 11/05/12 11/05/12 News M-F 6p Start Date End Date Weekdays Spots/Week Week; 11/05/12 11/11/12 1 1 | 6-630pm
<u>Rate</u>
\$1,000.00 | :30 | NM | 1 | \$1,000.00 |
| 21 WISN 10/31/12 11/02/12 Entertainment Tonigh Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12WTF 3 | 630p-7pm
<u>Rate</u>
\$800.00 | :30 | NM | 3 | \$2,400.00 |
| 22 WISN 11/05/12 11/05/12 Entertainment Tonigh Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | 630p-7pm
<u>Rate</u>
\$800.00 | :30 | NM | 1 | \$800.00 |
| 23 WISN 10/31/12 11/02/12 Late News 10PM LTC Start Date | 10-1030p
<u>Rate</u>
\$1,500.00 | :30 | NM | 2 | \$3,000.00 |
| 24 WISN 11/01/12 11/01/12 Late News 1030PM LTC Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | NM | 1 | \$850.00 |
| 25 WISN 11/05/12 11/05/12 Late News 1030PM LTC Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | NM | 1 | \$850.00 |
| 26 WISN 11/05/12 11/05/12 DWTS Start Date End Date Weekdays Spots/Week | Prime Other
<u>Rate</u> | :30 | NM | 1 | \$5,000.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



39 WISN 11/04/12 11/04/12 ELECTION SPECIAL

759 N. 19th Street Milwaukee, WI 53233

| | Contract / Revision | Alt Order # |
|-------------|---------------------|-------------|
| | 902207 / 3 | 06112213 |
| tract Dates | Product | Estimate # |

NM

\$1,200.00

Cont NRSC 10/31/12 - 11/06/12

Advertiser Original Date / Revision 10/31/12 / 10/31/12 NRSC National Republica

| NRSC National Republica 10/31/12 | | | | 10/31/12 |
|--|--|---|--------------------------|--------------|
| | | Spots/ | | |
| *Line Ch Start Date End Date Description | Start/End Time | Days Length Week Rate | Type Spots | S Amount |
| Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | <u>Rate</u>
\$5,000.00 | | | |
| 27 WISN 11/05/12 11/05/12 CASTLE Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 1 1 | Mon 9-10p
<u>Rate</u>
\$3,500.00 | :30 | | 1 \$3,500.00 |
| Spot Ch Date Range Description 1 WISN 11/05/12-11/11/12 CASTLE See MG 27.2 | Start/End Time
Mon 9-10p | Weekdays Length Rate M :30 \$3,500.00 | <u>Type</u>
NM | |
| 2 WISN 11/04/12-11/04/12 America's Funnies Home \ | Vid:Sun 6-7p | St :30 \$3,500.00 | NM | |
| 28 WISN 10/31/12 10/31/12 REVENGE Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | Wed 9-10p
<u>Rate</u>
\$2,800.00 | :30 | NM | 1 \$2,800.00 |
| 29 WISN 11/03/12 11/03/12 Sat GMA Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121- 1 | 6-7a
<u>Rate</u>
\$500.00 | :30 | NM | 1 \$500.00 |
| 30 WISN 11/03/12 11/03/12 News Sat 7-9a Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121- 1 | 7-9am
<u>Rate</u>
\$350.00 | :30 | NM | 1 \$350.00 |
| 31 WISN 11/03/12 11/03/12 CHRIS MATTHEWS 5-530 Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121- 1 | 5a-530p
<u>Rate</u>
\$500.00 | :30 | MM | 1 \$500.00 |
| Spot Ch Date Range Description 1 WISN 10/29/12-11/04/12 CHRIS MATTHEWS 5-530 See MG 31.2 | Start/End Time
0 5a-530p | Weekdays Length Rate Sa :30 \$500.00 | <u>Type</u>
<i>NM</i> | |
| 2 WISN 11/04/12-11/04/12 Chris Matthews → MG for 31.1 11/03 | 1030-11a | St :30 \$500.00 | NM | |
| 32 WISN 11/03/12 11/03/12 News Sa 6p-7p Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121- 1 | 6-7PM
<u>Rate</u>
\$550.00 | :30 | NM | 1 \$550.00 |
| 33 WISN 11/04/12 11/04/12 Sun GMA <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/121 1 | 6-7a
<u>Rate</u>
\$400.00 | :30 | NM | 1 \$400.00 |
| 34 WISN 11/04/12 11/04/12 News Sun 7-9a Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1 | 7-9am
<u>Rate</u>
\$300.00 | :30 | NM | 1 \$300.00 |
| 35 WISN 11/04/12 11/04/12 Sun 9-930A <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/121 1 | 9-930A
<u>Rate</u>
\$300.00 | :30 | NM | 1 \$300.00 |
| 36 WISN 11/04/12 11/04/12 This Week With Georg <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/121 1 | 930-1030am
<u>Rate</u>
\$850.00 | :30 | NM | 1 \$850.00 |
| 37 WISN 11/03/12 11/03/12 College Football Gam Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121- 1 | 230p-6p
<u>Rate</u>
\$1,000.00 | :30 | NM | 1 \$1,000.00 |
| 38 WISN 11/04/12 11/04/12 News Sun 530pm <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/121 1 | 530-6p
<u>Rate</u>
\$500.00 | :30 | ММ | 1 \$500.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

:30

Sun 6-7p

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



| | 902207 | / 3 | 06112213 | |
|-------------------------|---------|----------|--------------------------|---|
| Contract Dates | Product | | Estimate # | _ |
| 10/31/12 - 11/06/12 | NRSC | | | |
| Advertiser | | <u> </u> | Original Date / Revision | 三 |
| NRSC National Republica | | | 10/31/12 / 10/31/12 | |

| *Line Ch Start Date End Date Description | Start/End Time | Spots/
Days Length Week Rate | TypeS | Spots | Amount |
|--|--|---------------------------------|-------|-------|-------------|
| Start DateEnd DateWeekdaysSpots/WeekWeek: 10/29/1211/04/1211 | <u>Rate</u>
\$1,200.00 | | | | |
| 40 WISN 11/04/12 11/04/12 Late News 10pm LTC <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/121 1 | 10p-1030p
<u>Rate</u>
\$1,500.00 | :30 | NM | 1 | \$1,500.00 |
| 41 WISN 11/04/12 11/04/12 Late News SU 1030PM Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1 | 1030p-11p
<u>Rate</u>
\$850.00 | :30 | NM | 1 | \$850.00 |
| 42 WISN 11/03/12 11/03/12 Sa 458-6a Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12S- 1 | 456-6AM
<u>Rate</u>
\$700.00 | :30 | NM | 1 | \$700.00 |
| 43 WISN 11/03/12 11/03/12 ABC Prime College Footbal <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12S- 1 | 7-1030p
<u>Rate</u>
\$2,500.00 | :30 | NM | 1 | \$2,500.00 |
| 44 WISN 11/04/12 11/04/12 Su 458-6a Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 S 1 | 458-6AM
<u>Rate</u>
\$700.00 | :30 | ММ | 1 | \$700.00 |
| | | Totals | | 75 | \$54,550.00 |

NRSC National Republica

| Time Period | # of Spots | Gross Amount | Net Amount |
|--------------------|------------|--------------|-------------|
| 10/29/12 -11/06/12 | 75 | \$54,550.00 | \$46,367.50 |
| Totals | 75 | \$54,550.00 | \$46,367,50 |

| Signature: | Date: | |
|------------|-------|--|
| - | - | |

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

S. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

| (b) | The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercia |
|--------------------------------------|---|
| materials and other property furnish | ed by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in |
| connection with broadcasts except | after its prior approval. |

- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be falling to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]